

OEG Offshore**Rental, Sale, Service and General Terms and Conditions**

Customer agrees to rent or buy the Equipment from Company and/or purchase Services from Company in accordance with the Contract, which incorporates these terms and conditions ("**Terms and Conditions**").

Definitions. The following definitions apply to the capitalized terms used in these Terms and Conditions:

"**Company**" means OEG Offshore UK Limited registered number (SC052531) registered office Midmill Business Park Kintore Aberdeenshire AB51 0QG or OEG Offshore Limited registered number (SC092719) registered office Midmill Business Park Kintore Aberdeenshire AB51 0QG both companies registered in Scotland.

"**Contract**" means (a) these Terms and Conditions, including the Rental Terms, Sales Terms, Service Terms, and General Terms, and (b) the agreement to which these Terms and Conditions are attached or which incorporates these Terms and Conditions.

"**Customer**" means the person or entity that is renting or purchasing the Equipment, or purchasing the Services, under the Contract.

"**Equipment**" means the equipment Company rents or sells to Customer under the Contract.

"**General Terms**" means the terms in **Part D** of these Terms and Conditions.

"**New Equipment**" means Equipment which has not previously been used other than in tests of that Equipment.

"**Operator**" means an employee or contractor of Company who performs Services for Customer at a Worksite.

"**Rental Terms**" means the terms in **Part A** of these Terms and Conditions.

"**Sale Terms**" means the terms in **Part B** of these Terms and Conditions.

"**Service Terms**" means the terms in **Part C** of these Terms and Conditions.

"**Services**" means the services described in the Contract that Company will perform for Customer.

"**Worksite**" means the location where an Operator will perform Services for Customer, as identified in the Contract.

"**Maintenance**" means the recommended minimum required maintenance routine to maintain the equipment in good working order.

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Part A: Rental Terms

1. Applicability. If Customer elects to rent Equipment from Company under the Contract, then the Rental Terms and the General Terms will govern the rental of that Equipment.

2. No Other Terms. No term or condition of any order or other document from Customer related to the rental of Equipment from Company will become part of the Contract, and Company objects to and expressly excludes all different and additional terms in Customer's order and other documents. Company's rental of Equipment to Customer is expressly conditioned on Customer's unqualified acceptance of the Contract.

3. Inspection by Customer. If Customer picks up the Equipment, Customer will inspect the Equipment and will give Company written notice of any problems or deficiencies before taking the Equipment from Company's premises. If Company ships the Equipment to Customer, Customer will inspect the Equipment promptly after it receives it and will give Company written notice of any problems or deficiencies within 24 hours after Customer receives the Equipment. Subject only to any particular problems or deficiencies specified in any written notice Customer delivers to Company in accordance with this **Section 3**, Customer will be deemed to have accepted the Equipment and to have verified that it was in good condition and proper working order.

4. Rent, Fees and Payment. Unless a different start date is specified in the Contract, the rental period for the Equipment ("**Rental Period**") starts on the earlier of (a) when Company ships the Equipment to a location designated by Customer, or (b) when Customer or its designee picks up the Equipment at Company's premises, and ends when Customer delivers the Equipment to Company at Company's premises (unless a different return location and demob cost is specified in the Contract). Company will calculate the rent Customer owes based on the applicable daily rate. Company will invoice Customer at the end of the calendar month Rental Period, or for continuing contracts the last day of the month, and Customer will pay all invoiced amounts within 30 days after the date of the invoice. All invoices will include all taxes and other governmental charges due in connection with the Contract or the Equipment, all of which Customer will pay. Where a minimum rental period has been agreed with Customer, the Company reserves the right to continue rental charges until expiry of such period, if the equipment is demobilised early. Company's failure to invoice Customer for an amount due will not be a waiver of that amount, and Company may invoice Customer for that amount at a later date.

5. Inspection by Company. Company will be entitled to inspect, and to observe the use of, the Equipment wherever it is located at any time during the Rental Period, but Company will not have any obligation to do so. Company will give Customer 48 hours prior notice of its intention to inspect the Equipment or observe its use, and Customer will provide Company access to do so. Additionally, if a governmental official is authorized under applicable law to inspect the Equipment while the Equipment is in Company's possession, and the governmental official notifies Customer that it wishes to do so, Customer will notify Company of that request, and, unless Company directs Customer otherwise, Customer will provide the governmental official access to do so.

6. Customer's Duty to Maintain.

(a) During the Rental Period, Customer will provide and pay for all consumable parts, supplies, lubricants, service, routine maintenance, re-certification and testing required by the manufacturer to keep the Equipment in good condition and proper working order, normal wear and tear excepted. (**refer to Annex 1 – CCU Maintenance Schedule**) Company will have no obligation to provide routine maintenance for the Equipment during the Rental Period. If the Equipment fails to perform properly and needs to be replaced, and if that failure was not caused by any act or omission on the part of Customer, then Company will use reasonable efforts to repair or find available replacement Equipment in its inventory. If Company notifies Customer that it has found that replacement Equipment, Customer will return the original Equipment to Company, Company will give Customer a credit for Customer's reasonable shipping costs, and Company will ship the replacement Equipment to Customer at Company's expense. Notwithstanding the foregoing, if Company determines in its sole discretion that providing replacement Equipment is not commercially reasonable, Company may terminate the Contract without any further obligation to Customer by giving Customer written notice of termination.

(b) Should breakdown or damage occur to any of the Equipment owing to (i) failure by the Customer to observe any terms of the Contract, (ii) negligence or misuse by the Customer or its employees, servants or agents, (iii) willful or accidental damage however occurring, the Customer shall be liable to OEG for:

- (i) the full cost of any repairs which OEG shall deem necessary or desirable; or
- (ii) if OEG considers that such repairs would not be practicable or cost effective, the full replacement cost of such Equipment; and
- (iii) ongoing Rental Charges for the Equipment (a) while the Equipment is idle owing to any such breakdown or damage and while repairs are being carried out or (b) until payment of the full replacement cost of such Equipment is received by OEG.

(c) If the Equipment is a tank the following provisions will apply:

- (i) Tanks will be supplied in a clean condition with a valid cleaning station certificate and must be returned with a similar certificate. If OEG is required to clean a tank an additional charge will be made.
- (ii) If the tank is not returned empty, disposal costs for content will be charged to Customer at cost plus 10%. This is in addition to cleaning charge.
- (iii) Tanks will remain on hire until all cleaning or disposal work has been completed.
- (iv) If the Equipment is an acid tank, it is the responsibility of the Customer to maintain and operate lined acid tanks in a safe and proper manner, and to ensure the content is compatible with the lining of the tank. Acid tanks have a maximum working pressure of 4 bar and are fitted with a bursting disc set at 4.84 bar. If a tank is returned with a burst disc a charge will be made for replacement of the disc and leak testing of the tank.
- (v) If the Equipment is a chemical tank, it is the responsibility of the Customer to ensure the proposed content is compatible with the 316 SS tank lining.

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(vi) If the Equipment is a cryogenic tank, the tank should not be filled above 84% of capacity for international transit and 95% of capacity of local transit. Cryogenic tanks have a 6 bar maximum working pressure and should never be over pressurized by the Customer. Cryogenic tanks should always be filled in an open-air space.

7. Customer's Duty to Report. Customer will immediately notify Company in writing if any of the Equipment (a) becomes lost, damaged, stolen, unsafe, or disabled, (b) is used in connection with any violation of applicable law, or (c) is involved in any accident causing any injury or damage. Within 48 hours after the occurrence of any of the foregoing, Customer will complete some form of formal written report and will deliver a complete copy of the report to Company. Additionally, Customer will promptly provide to Company all other documents and records Company requests regarding such occurrence and will provide to Company all other assistance Company requests.

8. Customer's Use; No Alterations. Customer will: (a) inspect the Equipment regularly to confirm that the Equipment is in good condition and proper working order; (b) have each person who uses the Equipment read all instructional, operational and safety manuals and decals for the Equipment (collectively, "Manuals") before he or she uses the Equipment; (c) allow only employees of Customer who are authorized, qualified and trained to operate the Equipment to use the Equipment; (d) cause each person who uses the Equipment to use the Equipment in a careful and prudent manner for its intended purposes only and in accordance with the Manuals and applicable laws, regulations and safety requirements; (e) take reasonable precautions to secure and protect the Equipment; (f) not use, misuse, or operate the Equipment in a negligent, reckless or abusive manner; (g) not remove, alter, disfigure or cover up any numbering, lettering or decals displayed on the Equipment; and (h) not subject the Equipment to any careless or rough use. Company reserves the right to impose additional charges on Customer in accordance with **Sections 10 or 11** of the Rental Terms below if Customer uses the Equipment in a manner not permitted by the Contract. Customer will not make any alterations, deletions, additions or improvements to the Equipment without Company's prior written consent in each instance.

9. Title. Company will be the owner of, and will have title to, the Equipment during the Rental Period and at all other times. Customer will give Company immediate written notice if Customer becomes aware that any person or entity other than Company claims any ownership of, title to or other interest in any of the Equipment or if any Equipment is levied upon, claimed or threatened with seizure. Customer will not permit any of the Equipment to become affixed to, or to become part of, any building or other real property. Customer will not permit the Equipment to become subject to any lien or third party claim.

10. Return of Equipment; Responsibility for Damage; Equipment Breakdown. (a) Customer will return the Equipment to Company at Customer's expense at the end of the Rental Period in good condition and proper working order, normal wear and tear excepted. Customer will be responsible for, and will pay within 30 days after receiving Company's invoice, all of Company's costs to return the Equipment to good condition and proper working order, plus an administrative fee of 15% of those costs. Notwithstanding the foregoing, if Company determines, in its sole discretion, that it is not practical to repair the Equipment, then **Section 12** of these Rental Terms will apply.

(b) In the event of any Equipment breakdown, the Customer should contact OEG in the first instance for technical assistance.

(c) Subject to Clause 6, if the Equipment breakdown can be remedied by supply of replacement components, such components will be supplied, free of charge, by OEG with the cost of delivery to the Customers account.

(d) In the event of breakdown or defects in the Equipment resulting from proper ordinary usage or fair wear and tear or the development of an inherent fault or a fault not ascertainable by reasonable examination by the Customer in accordance with Clause 5, the Equipment shall be repaired by OEG within a reasonable time period. Should OEG be required to send its personnel to the Site in order to rectify the Equipment breakdown, the cost of travel, travel time, accommodation and subsistence will be to the Customer's account. The cost of labour and replacement parts to rectify the breakdown will be to OEG's account.

11. Waste Materials. Customer will assure full responsibility for all costs associated with the removal and disposal of waste materials such as: paper, cardboard, timber, steel, chemicals, grout or similar waste products. Customer shall be notified on return of equipment and Company reserves the right to reject units which contain and/or contained waste material or charge a reasonable charge to documented Company and/or 3rd party disposal charges.

12. Responsibility for Loss. During the Rental Period, Customer assumes full responsibility for the Equipment and all risk of loss with respect to the Equipment. During the Rental Period, if the Equipment is lost, stolen, destroyed, or damaged to an extent that Company determines, in its sole discretion, that it is not practical to repair the Equipment, Company will invoice Customer for the full cost of new replacement Equipment, and Customer will pay Company the invoiced amount within 30 days after the date of the invoice. Customer will continue to pay Company the applicable rental rate on any Equipment that is lost, stolen, destroyed, or damaged until Customer pays Company the amount due under this **Section 12**.

13. Insurance. During the Rental Period, Customer will maintain, at its own expense and with an internationally recognized insurer satisfactory to Company: (a) property damage insurance covering the Equipment for the full value of new replacement Equipment; (b) commercial general liability insurance of not less than One Million Pounds Sterling (GBP £1,000,000.00) per occurrence, including coverage for the contractual liability of the indemnification clause in the General Terms and for the use of the Equipment; and (c) if the Equipment is to be used on any roadway, automobile insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), in the same amount stated in subsection (b) above. Those insurance policies will state that they are primary and not secondary coverage, regardless of any insurance coverage Company has. Concurrently with the execution of the Contract and from time to time at Company's request, Customer will deliver to Company a current insurance certificate showing Customer has in place the foregoing insurance coverage, listing Company as an additional insured and loss payee, and providing that Company will receive at least 10 days prior written notice of any modification or cancellation of any insurance policy. The insurance required by this **Section 13** does not relieve Customer of any of Customer's responsibilities or obligations under the Contract, at law, in equity or otherwise.

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14. Financing. This Contract and all of Customer's rights in and to the Equipment are subject to and subordinate to all rights, title and interests of all persons or entities (including Company's secured lenders) who have financed or leased the Equipment or who have provided financing to Company.

15. Subrogation. With respect to any loss, theft or destruction of, or damage to, the Equipment, (i) Company will be subrogated automatically to Customer's rights to recover against any person or entity arising out of that loss, theft, destruction or damage, (ii) Customer hereby irrevocably assigns to Company all claims, rights and proceeds arising out of that loss, theft, damage or destruction, and (iii) Customer agrees to execute and deliver to Company all documents that may be necessary or helpful, and to take all other steps Company requests, to secure in Company all of those rights.

16. Cancellation. In the event that the Contract is cancelled by the Customer prior to commencement of the Hire Period for any reason whatsoever then the Company reserves the right to charge a reasonable cancellation charge in addition to documented actual costs, if any, incurred by the Company in preparing to perform the Contract.

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Part B. Sale Terms

12. Applicability. If Customer elects to purchase Equipment from Company under the Contract, then the Sales Terms and the General Terms will govern the sale of that Equipment.

2. Equipment. No term or condition of any purchase order or other document from Customer related to the sale of Equipment from Company will become a part of the Contract between the parties or bind Company, and Company objects to and expressly excludes all different and additional terms in Customer's purchase order and other documents. Company's sale of Equipment to Customer is expressly conditioned on Customer's acceptance of the Contract.

3. Price; Payment. A. The purchase price of the Equipment will be specified in the Contract or Purchase Order. The purchase price does not include any sales, use, revenue, excise or other taxes or governmental charges (collectively, "Taxes"), all of which Customer will pay. B. If Company is required to collect any Taxes, Company will add them to the purchase price and invoice Customer (in the original invoice or separately), and Customer will pay the invoice. Company will invoice Customer when Company delivers the Equipment as specified in **Section 4** below, and Customer will pay the total invoiced amount within 30 days after the date of Company's invoice. The date of any payment will be the date Company receives the payment. C. No partial payment by Customer will constitute an accord and satisfaction or otherwise satisfy the entire outstanding balance of any Company invoice, notwithstanding any notation or statement accompanying that payment. D. If Customer desires to pay Company using a credit card, Customer must complete and submit to Company for approval a credit card authorization form.

4. Delivery; Cancellation; Rescheduling. A. All prices are net of any delivery charges, all of which Customer will pay. Company will deliver the Equipment to Customer latest Incoterms EXW at Company's facility, and all risk of loss will pass to Customer at that point. Company will not be responsible for any damage to the Equipment caused by a carrier, and Customer's sole recourse for that damage will be against the carrier. All delivery schedules and dates given by Company are estimates only. B. If Customer cancels all or part of any order, Customer will reimburse Company for all non-recoverable costs of materials, labor, cancellation charges by third parties and other costs that Company has incurred, and Customer will pay Company an additional cancellation charge of 10% of the total amount of the order or portion of the order cancelled. C. If Customer reschedules a delivery, Customer agrees to reimburse Company promptly for all rescheduling, handling, storage and other costs and expenses Company incurs in connection with the rescheduling.

5. Title. Ownership and title in the Equipment will remain with Company and will not pass to Customer until Customer has paid to Company the sale price in full, notwithstanding delivery of the Equipment to the Customer or to any independent carrier or any third party. Until ownership of the Equipment has passed to Customer in accordance with this **Section 5**, Customer will (a) store the Equipment at Customer's expense separately from all other goods of Customer or any other third party in such a way that they remain readily identifiable as Company's property, and (b) not destroy, deface, or obscure any identifying mark or packaging on or relating to the Equipment.

6. Default; Remedies. The occurrence of any of the following will constitute an event of default by Customer: (a) Customer's failure to pay any sum to Company as and when due; or (b) Customer's default under any other provisions of the Contract which is not cured within 10 days after Company gives Customer written notice of default. Upon the occurrence of an event of default, and in addition to any other rights and remedies that Company may have, Company will have the right, at its option, to take one or more of the following actions: (i) declare all or part of Customer's obligations to Company immediately due and payable; (ii) suspend its performance under or terminate pending Contracts; and (iii) pursue its other rights and remedies under the Contract and applicable law. All amounts Customer does not pay as and when due will accrue interest at the rate of 15% per annum until paid in full. If Customer defaults under its obligations to Company, Customer will pay Company all costs of collection, including reasonable attorneys' fees and costs.

7. Insurance. Customer will maintain at all times until it has paid the purchase price (and all other amounts) for the Equipment in full, with an insurer reasonably satisfactory to Company, property damage insurance on the Equipment for its full insurable value and will provide to Company from time to time thereafter at Company's request, a valid and current insurance certificate showing Company as loss payee and providing that Company will receive at least 10 days prior written notice of any modification or cancellation of the insurance policy.

8. Security Interest. Customer grants Company a continuing first-priority security interest in all Equipment Company sells to Customer and all proceeds of that Equipment to secure the purchase price and all other sums due with respect to that Equipment. Company will be entitled to file UCC financing statements, continuation statements, and all other documents and instruments necessary or desirable to evidence, perfect, and continue Company's security interest in the Equipment and proceeds.

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Part C. Service Terms

12. Applicability. If the Contract states that Company will perform Services for Customer, then the Service Terms and the General Terms will govern Company's performance of those Services.

2. Services. Company shall use commercially reasonable efforts to perform the Services. Company shall determine the method, details, and means of performing the Services. Company may subcontract some or all of the Services. Company shall perform the Services in a professional manner in accordance with the applicable Contract. Company shall re-perform any Services that do not conform to that standard if Customer gives Company written notice of the non-conformity within 5 business days after Company performs the Services. If Company does not give Customer such written notice, Customer will be deemed to have accepted the Services. Customer's sole and exclusive remedy with respect to the Services is the remedy set forth in this **Section 2** of the Service Terms.

3. Change Orders. Customer may request changes to the Services. Any change order shall be in writing and shall only be effective when executed and delivered by both parties. Any requested change to the Services may require additional time and compensation.

4. Price. Customer will pay Company for the Services in accordance with the price and payment terms in the Contract. It is often difficult to determine at the beginning of an engagement the full nature and extent of the services necessary to perform a task. Therefore, estimates in the Contract regarding the total cost of Services are not binding. If Company performs for Customer any follow-up or additional work not included within the scope of the Services, Company will charge Customer for that work at Company's then current rates.

5. Payment. Company will invoice Customer on the last day of each month, and Customer will pay all invoiced amounts within 30 days after the date of the invoice. All invoices will include all taxes and other governmental charges due in connection with the Contract or the Services, all of which Customer will pay. Company's failure to invoice Customer for an amount due will not be a waiver of that amount, and Company may invoice Customer for that amount at a later date.

6. Expenses. Customer will be responsible for all costs Company incurs in performing the Services, including costs of photocopying, travel, long distance telephone calls, express mail, lodging, and meals. Company will either advance such costs on Customer's behalf or ask Customer to pay them directly or in advance. If Company pays the fees in advance on Customer's behalf, Company will deliver periodically to Customer an invoice listing all the expenses Company incurred in providing the Services, along with reasonable backup documentation. Customer will pay each invoice within 30 days after Customer receives it.

7. Customer's Obligations. Customer shall provide reasonable assistance to Company in connection with the Services, including providing access to records, information, systems, and personnel reasonably required by Company to perform the Services. Customer shall be responsible for procuring all software, hardware, and equipment and obtaining any necessary permission from the vendors for Company to perform its services using that software, hardware, and equipment. Customer shall designate a single point of contact for the coordination of all activities and issues related to the Services. Customer shall be responsible for (a) complying with all applicable laws, ordinances, and regulations related to the Services and Customer's facilities, including, if applicable for Services in the United States, the Outer Continental Shelf Lands Act, and (b) providing Company's personnel a safe work environment free of known safety or health hazards. More specific Customer obligations may be described in the applicable Contract, and Customer will comply with them.

8. Operators. If the Contract identifies an Operator, Customer shall provide, at its own expense: (a) all necessary power sources and other support equipment necessary for the Operator to perform the relevant Services; (b) sleeping and living accommodation at a European standard for the Operator at the Worksite; (c) an operating environment for the Equipment that complies with the applicable Equipment manufacturer's recommendations and any applicable laws or regulations; (d) a safe work environment free of known safety or health hazards (e) transportation to and from the Worksite and medivac transportation. Customer acknowledges that Company is solely responsible for determining what Services the Operator will provide.

9. Substitution of Operators. A. Company may, at its discretion, substitute an Operator with another Operator after giving Customer written notice of its intention to do so, and Customer shall cooperate with and assist Company in making that substitution. B. The Customer shall ensure that the Operator will remain at the Worksite for a period of time not longer than is considered to be appropriate in accordance with best practices in the industry, applicable health and safety laws, and any limits set by the administrator of the Worksite. If the foregoing standards require Customer to replace the Operator, Customer shall pay all replacement costs and an administration charge of an additional 15% of those costs (the "**Substitution Costs**"). The Substitution Costs shall include, without limitation, airfare, meal expenses, travel costs to and from the Company's offices, and all other reasonable expenses. Company will use commercially reasonable efforts to ensure that each Operator is available to be replaced (or substituted) in accordance with the Customer's normal working patterns and personnel rotations.

10. Payment of Operators. Company will be responsible for paying the salary of the Operator. Customer will be responsible for paying the amounts designated in the Contract in relation to the supply of the Operator and the other amounts set forth in these Terms and Conditions.

11. Equipment Repair. If the Contract provides that the Operator will service and repair the Equipment at the Worksite, the Operator will use commercially reasonable efforts to do so. However, both parties acknowledge that due to the complex technical nature of the Equipment and the fact that the Operator may not have the competency to carry out all potential Equipment repairs, it may not be practicable for the Operator to service or repair the Equipment at the Worksite. A. **Shipment of Equipment to Customer.** Company will notify Customer's designated representative of any servicing or repair of the Equipment that requires the return of any vessel to port and/or the return of any Equipment to the Customer's premises or the Company's premises. Customer will pay all costs associated with

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such transit, and Customer will reimburse Company for any expenses that Company incurs in association with that transit. **B. Engineer Visits Customer Worksite.** If the parties agree that Company should send an engineer to the Worksite to attempt to service or repair the Equipment, Customer will pay all costs associated with the engineer's travel, and Customer will reimburse Company for any expenses that Company incurs in association with the engineer's travel expenses. **C. Delays.** If any Equipment transit, repair, or maintenance time causes Customer to experience any delays, those delays will be considered consequential damages, which are expressly excluded under these Terms. For the avoidance of doubt, Customer will not be entitled to reduce or set off any amounts it owes to Company based on such delays.

12. Direction and Control. All work undertaken by the Operator(s) at the Worksite shall be under the direction of Customer, but the actual operation of the Equipment and the manner of performance of work in connection therewith shall be under the direction and control of Company. Company is an independent contractor and is not acting as an agent of Customer. The Operator will cooperate with Customer's personnel and will endeavour to operate the Equipment in accordance with their reasonable requirements. Customer's employees shall not be under the direction or control of Company or its Operator(s).

13. Non-Company Equipment. If Customer directly or indirectly instructs Operator(s) to operate any vessel or equipment other than the Equipment, the Operator(s) will be under the supervision of Customer with respect to that work, and Customer shall be responsible for and shall indemnify Company from and against all claims, losses, damages, costs (including legal costs), expenses, and liabilities, which arise out of or relate to the Operator's operation of any such vessel or equipment, including but not limited to any claims alleging (i) personal injury or death to Customer's employees, agents, or contractors, or any third party, or (ii) loss of or damage to the property of Customer, its employees, agents, or contractors, or any third party, irrespective of the cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of Company, the Operator(s), or any third party.

14. Proprietary Rights. Company shall retain all rights in the intellectual property, copyrights, trade secrets, software, tools, inventions, patent rights and methods it uses to perform, or develops during the performance of, the Services, and Customer shall have no rights in them.

15. Non-Solicitation of Employees. During the term of the Contract and for twelve (12) months after its expiration or termination, Customer shall not, either directly or indirectly, solicit for employment any employee of Company who was involved in the performance of the Services, including but not limited to any Operator, unless Customer obtains Company's prior written consent. The actual damages attributable to a breach of this **Section 15** would be difficult to determine and prove; therefore the parties agree that, in addition to any equitable remedies of Company, if Customer breaches this **Section 15**, Customer shall promptly pay Company liquidated damages in an amount equal to eighteen (18) months worth of the annual salary or compensation of such employee or contractor (including prorated bonuses and incentive compensation) prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the parties.

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Part D. General Terms and Conditions Applicable to Rental, Services, and Sale of Equipment

1. Applicability. The General Terms govern Company's rental and sale of Equipment to Customer and Company's performance of Services for Customer.

2. Compliance. Customer shall promptly obtain, at Customer's expense, all permits, licences, authorizations, and other consents and permissions required for the parties to undertake the obligations contemplated by this Contract. Moreover, the Equipment and Services may be subject to anti-bribery, corruption, and/or export control laws, such as the Export Administration Regulations, the International Traffic in Arms Regulations, the Foreign Assets Control regulations, the UK Bribery Act and the US Foreign Corrupt Practices Act. Customer is responsible for (a) determining whether licenses or other authorizations are required under applicable law, including licenses governing export, re-export, deemed export, or deemed re-export, (b) obtaining any such required licenses or authorizations from the United Kingdom government and any other relevant government in a timely manner, (c) obtaining all required licenses and other authorizations necessary for the return of the Equipment, and (d) ensuring that no unauthorized transfers or diversions of the Equipment occur. Customer will also comply with all applicable laws, statutes, regulations, and codes relating to bribery, corruption, anti-trust, money laundering, trade sanctions, financial sanctions, and criminal matters, including, if applicable, the UK Bribery Act, the US Foreign Corrupt Practices Act, the UK Criminal Finance Act 2017 and the sanction provisions introduced by the United Nations, member states of the European Union, the United States of America and the United Kingdom. Company may, at its sole discretion, suspend its performance under the Contract or terminate the Contract at any time and without liability if it believes in good faith that Customer has breached or is likely to breach any of the obligations it has undertaken pursuant to this **Section 2**. Customer shall indemnify Company from and against any losses, liabilities, penalties, damages, costs, taxes, levies, duties, claims, expenses (including but not limited to legal fees and investigation expenses) and any associated fines and penalties incurred by, or awarded against, Company as a result of the breach of Customer's obligations under this **Section 2**, regardless of whether such breach is caused by Customer, persons associated with the Customer, persons working for Customer, or any third party retained by the Customer.

3. Deposit. Company may require Customer to deposit with Company a security deposit ("**Deposit**"), and Company may delay performance of its obligations under the Contract until Customer has paid the Deposit to Company. If Customer fails to pay any sum to Company as or when due under the Contract, or if Customer damages, destroys, or loses any Equipment, Company may deduct from the Deposit all amounts Customer owes Company. Company will return to Customer any unpaid balance on the Deposit within 21 days after Customer returns the Equipment at the end of the Rental Period in accordance with the Contract.

4. Delivery. Customer will provide at the delivery point designated in the Contract and at Customer's expense adequate and appropriate equipment and manual labor for unloading/loading the Equipment. The quantity of any Equipment that Company records when dispatching Equipment to Customer will be conclusive evidence of the quantity Customer received on delivery unless Customer can provide conclusive evidence to the contrary. If Customer fails to accept delivery of any Equipment when it is ready for delivery in accordance with the Contract, or if Company is unable to deliver the Equipment because Customer has not provided appropriate instructions, documents, licenses, authorizations, equipment, or labor, then (a) risk of loss with respect to the Equipment will automatically pass to Customer, (b) the Equipment will be deemed to have been delivered, and (c) Company may store the Equipment until delivery, and Customer will be liable for all related costs and expenses, including storage and insurance.

5. Notices. Any notice permitted or required under the Contract will be deemed given if it is in writing and is (a) delivered personally, (b) sent by a commercial courier service or by Royal Mail or air mail registered delivery, (c) sent by facsimile to the facsimile numbers Company and Customer specify to each other from time to time, or (d) sent by email to the email addresses Company and Customer specify to each other from time to time.

6. Default; Termination. Customer will be in default under the Contract if Customer: (a) fails to pay any sum to Company as and when due; (b) fails to comply with any other provision of the Contract and if the non-compliance or default is capable of remedy does not cure that noncompliance within 10 days after Company gives Customer written notice of default or non-compliance; (c) places the Equipment at risk of damage, destruction or loss, or encumbers the Equipment, in Company's reasonable judgment. If Customer defaults under the Contract, (d) Company may, in addition to its other rights and remedies under the Contract and applicable law, enter any location where the Equipment is and repossess the Equipment without judicial process or notice, and (e) Customer will pay Company its reasonable legal fees and expenses in connection with collecting all amounts due under the Contract, obtaining possession of the Equipment, and defending all Claims arising out of or relating to Customer's breach of the Contract. Customer waives any right of action against Company for any such entry or repossession. All past due amounts will bear interest at the lower of 18% per annum or the highest rate allowed by law until paid in full. Company will also have the right to terminate the Contract at any time for Company's convenience by giving Customer written notice of termination, and if Company elects to terminate the Contract, Customer will promptly return the Equipment to Company in accordance with the Contract.

7. Warranty; Disclaimers. A. Limited Warranty. Company represents and warrants to Company that (a) it is authorized to rent or sell the Equipment to Customer in accordance with the Contract, and (b) it will perform the Services in a professional manner. **b. Disclaimers.** With respect to the sale of New Equipment that Company sells to Customer under the Contract, the Equipment will have a warranty period of 12 months, return to base – Parts only, from the date of delivery EXW or acceptance date by customer. Commissioning and start up checks/records must be retained as part of warranty conditions. Equipment maintenance records to be retained and should be in accordance with OEG maintenance instructions (Refer to Annex 1 – CCU Maintenance Schedule). OEG will request all records in case of warranty claim. Ex-rental equipment will be sold as-is, where-is basis. Notwithstanding the foregoing, except for the warranties in Section 7(a) of these General Terms, COMPANY IS LEASING THE EQUIPMENT AND IS SELLING THE EQUIPMENT TO CUSTOMER AS IS, WITHOUT WARRANTY. COMPANY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS AND IMPLIED, AS TO THE

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EQUIPMENT OR SERVICES, INCLUDING ALL REPRESENTATIONS AND WARRANTIES: (i) AS TO MERCHANTABILITY, THE FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT; AND (ii) AS TO THE SUITABILITY OF THE EQUIPMENT OR SERVICES FOR CUSTOMER'S PURPOSES OR THE IMPACT OF THE EQUIPMENT OR SERVICES ON CUSTOMER'S BUSINESS OR OPERATIONS. Company makes no warranties or guarantees regarding the production, performance, or economic benefit Customer may obtain from the Equipment or Services.

8. Limitations. A. Regardless of the theory of recovery, Company's liability with respect to the Contract, including any rental or sale of Equipment and any Services, will not exceed the lesser of either the amount Customer has paid to Company under the Contract within the 12-month period preceding the act or omission giving rise to the claim or the actual amount Customer has paid to Company under the Contract if the Contract has been effective for a period less than 12 months prior to the act or omission giving rise to the claim. Company will not be liable for any late delivery or for the condition of the Equipment. B. Company will not be liable under any circumstances for any special, indirect, incidental, consequential or punitive damages arising out of or related to the Contract, the Equipment, or the Services, including (a) lost revenues or profits, loss of fees, loss of chance or other similar losses (b) any loss or deferral of production, loss of contracts, loss of products, loss of use, loss of revenue and in all cases whether or not foreseeable at the date of the Contract regardless of the theory of recovery and regardless of whether Company is informed of the possibility of those damages. C. Any action or proceeding by Customer arising out of or relating to this Contract will be forever barred unless it is commenced within the earlier of: (a) one year after the claim or cause of action has accrued; or (b) the period prescribed by applicable law regarding limitation periods.

9. Indemnification. A. **Equipment.** CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS, COMPANY AND ALL OF ITS SUBSIDIARIES AND AFFILIATES AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNIFIED PARTIES") AGAINST ALL CLAIMS (AND ALL RELATED LOSSES, DAMAGES, LEGAL FEES AND EXPENSES) (COLLECTIVELY, "CLAIMS") FOR (i) INJURY TO OR DEATH OF ANY PERSON, (ii) DAMAGE TO, DESTRUCTION OF, OR CONTAMINATION OF ANY REAL OR PERSONAL PROPERTY, (iii) VIOLATION OF ANY ENVIRONMENTAL OR OTHER LAW OR REGULATION, OR (iv) VIOLATION OF ANY SAFETY REQUIREMENT, BASED IN WHOLE OR IN PART ON (1) THE EQUIPMENT, (2) THE USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY ANY PERSON OR ENTITY, (3) THE SERVICES; OR (4) COMPANY'S OR ANY OPERATOR'S PERFORMANCE OF THE SERVICES. Customer's obligation under this **Section 9** to indemnify, defend, and hold harmless the Indemnified Parties will include any Claim that results from the negligence, fault or conduct of one or more of the Indemnified Parties; **provided** that Customer will not be required to indemnify, defend or hold harmless the Indemnified Parties under this **Section 9** for any Claim based solely on Company's negligence or violation of applicable law. If any part of this **Section 9** is determined to be invalid by a court of competent jurisdiction, Customer agrees that this release and indemnification will be enforceable to the fullest extent permitted by applicable law. B. **Procedure.** Company will give Customer prompt written notice of any Claim under this **Section 9**, will permit Customer to conduct the defence of such claim as long as Customer confirms in writing that such Claim is within Company's indemnification obligations, and will provide, at Customer's expense, reasonable cooperation in the defence of such Claim.

10. Force Majeure. Company will not be liable for delays or failure to perform directly or indirectly resulting from events and causes beyond Company's reasonable control, accidents, acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, strikes or other labour disputes, fires, floods, earthquakes, storms, epidemics and other natural calamities, changes in the law, and delays in obtaining or the inability to obtain labour, equipment, materials or services through Company's usual sources at normal prices. Dates or times by which Company is required to perform under the Contract shall be postponed automatically for so long as Company is prevented from performing by any act of or failure to act by Customer.

11. Miscellaneous. **Sections 6, 7, 8,** and **9** of these General Terms will survive the termination of the Contract for any reason, including the expiration of the Rental Period. Company has the right to file Uniform Commercial Code financing statements and all other documents and instruments necessary or desirable to evidence, maintain and protect Company's ownership of and interest in the Equipment. Customer may not assign to any person or entity all or any portion of its rights or obligations under the Contract or with respect to any Equipment without Company's prior written consent in each instance, and any attempted assignment without that consent will be void. Company is an independent contractor, and nothing in the Contract will be construed as creating a partnership, joint venture, agency or fiduciary relationship between the parties. The Contract and any controversy relating to the Contract or the Equipment will be governed by the laws of Scotland, excluding its conflict of law principals. Any action or proceeding relating to the Contract or a breach of the Contract will be commenced and heard exclusively in the Scottish courts, and the parties consent and submit to the jurisdiction and venue of those courts. Any waiver under the Contract must be in writing and signed by the waiving party to be effective. No failure or delay by any party in exercising any right, power or privilege under the Contract will operate as a waiver. The term "including" will not be construed to be limiting. The Contract will be binding on, and will inure to the benefit of, the parties and their respective successors, heirs and permitted assigns. The Contract constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous understandings, agreements, usages of trade and courses of dealing regarding the subject matter. The Contract may only be modified by a written agreement signed by both parties.

12. BIFA Standard Trading Conditions. Company does not contract under the British International Freight Association (BIFA) standard Trading Conditions, latest version. Company do not permit these Trading Conditions under any circumstances to offer security over our supplied equipment.

13. Anti-Facilitation of Tax Evasion. Customer will not knowingly engage in any activity or conduct which would constitute or facilitate tax evasion (or any offence) whether in the UK or in any other jurisdictions under the Criminal Finances Act 2017, and have and maintain in place throughout the term of the Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of Customer and to ensure compliance with this section 13.

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14. Data Protection/Privacy In the course of performing its obligations under the Contract Company may be required to provide Customer with Personal Data relating to Operator(s) and/or Company's other personnel. Customer confirms it has in place a privacy policy in relation to and which regulates its use of Personal Data. Customer confirms that it operates and complies with procedures regarding Personal Data which are sufficient to comply with applicable laws on data protection. In the event that Customer is located outwith the United Kingdom Company and Customer agree that they shall enter into an International Data Transfer Agreement (in a form issued by the Information Commissioner in the United Kingdom) to provide for the transfer of Personal Data. In the event of any breach of privacy regarding Personal Data of Operators and/or Company's other personnel Customer shall notify Company promptly and provide relevant details of the nature of the breach of privacy and the Personal Data which has been subject to the breach. Company and Customer shall co-operate with each other to manage and mitigate any such breach. Both Company and Customer shall comply with all laws and regulations relating to data protection which are applicable to them when carrying out their obligations under the Contract. For the purposes of this Section 14 "Personal Data" means any information relating to an identified or identifiable natural person.

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ANNEX 1
CCU Maintenance Schedule – OEG Standard Offshore Cargo Carrying Units

Task / Activity		CCU Types	FREQUENCY				
			Daily	Weekly	Monthly	Yearly	
Please note : The intervals stated are recommended by OEG Offshore as reasonable frequencies to undertake inspections for CCU's supplied. We would require a copy of your maintenance inspection / check logs in the event of a warranty claim - If this is not available it may invalidate your warranty.							
Door/lid locking gear – lubricate the handles and the locking tabs		The standard unit types supplied by OEG are covered by this maintenance schedule; dry goods, open tops, cargo baskets, mini's, half heights, drum baskets, mud skips, etc. If you are unclear with respect to the maintenance required on your units please contact us immediately for guidance.			X		
Door/lid gear – grease the top and bottom retainers contacting surfaces with the door cams					X		
Door/lid locks or sliding bolts – grease the sliding parts					X		
Door catches – grease the contacting surface					X		
Drain holes – clean away loose debris				X			
Door hinges – grease all hinges					X		
Securing chains on lock pins – lubricate the chain					X		
Retaining pins – lubricate the pins					X		
Pressure wash – to remove dirt/spills					X		
Daily CCU inspection routine before load out				X			
Visual Inspection of CCU & Slings to DNV271						X	
ADDITIONAL GUIDANCE NOTES TO ACCOMPANY THE ABOVE MAINTENANCE ITEMS							
Item	Guidance Note – Recommended Checks						
1	In accordance with DNV271 requirements the CCU's and Lifting assemblies must have a visual inspection every year by a competent person.						
2	Check all retaining clips and securing chains are in good condition and working correctly to secure locks and catches.						
3	Check paintwork for chips, scratches, signs of corrosion - touch up as required to prevent further corrosion						
4	Make sure that the CCU decals are legible and that the data plates are in place and un damaged.						
5	Make sure that all door hinges are free to move and have been greased.						
6	Check the lifting assembly before each movement of the CCU. Look at sling for kinks in wire, broken wires, shackles have pins, tag in place if fitted and for any excessive corrosion. Inspection must be undertaken by a competent person.						
7	Check tarpaulins for damage. Straps are in place and working. Ties are in place and working. Support bars are in place and without damages.						
8	Check door safety nets for damage or broken securing straps						
9	Check door gear, locks, clips and catches to ensure free movement. Where necessary grease the sliding component to ease operation.						
10	Check cargo safety cover nets for damage or broken securing straps						
11	Check forklift pockets for any damages. Also check for loose items such as stones before each movement.						
12	CCU's fitted with drain holes to be checked to ensure no blockages or damages to mesh.						
13	Check all internal cargo lashing points for damages. Ensure that they are fully welded and connected to the structure.						
14	Check the external Tag line lashing points for damages. Ensure that they are fully welded and connected to the structure and decal is visible.						
15	Check aluminium lids for damages. Check seals are in place and in good condition.						
16	Check the document holder on Tanks is working correctly, seal is in good condition and hinges/lanyard is operational.						
17	CCU's fitted with nets will have net pins located externally below the top rail. Check to make sure they are in place and free from damage.						
18	After CCU maintenance and prior to load out, check all external surfaces for loose materials / tools.						
19	Before transporting CCU's always ensure that the sling is coiled properly to avoid damage between units.						
20	CCU's should be pressure washed regularly to remove dirt and oil/chemical spills.						